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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NOVOZYMES A/S,

Plaintiff

v.

GENENCOR INTERNATIONAL, INC., and
ENZYME DEVELOPMENT CORPORATION

Defendants

C.A. No. 05-160-KAJ

**NOVOZYMES A/S' RESPONSE TO
DEFENDANTS' FIFTH SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Rules of this Court, Plaintiff Novozymes A/S ("Novozymes") hereby responds to Defendants Genencor International, Inc. and Enzyme Development Corporation ("Genencor" and "EDC" and jointly "Defendants") Fifth Set of Interrogatories (the "Interrogatories").

GENERAL OBJECTIONS

1. Novozymes objects to the definitions and instructions incorporated into the Interrogatories from Defendants' First Set of Interrogatories and Defendants' First Request for the Production of Documents and Things to Plaintiff Novozymes A/S as set forth in its responses to those interrogatories and documents requests.

2. Novozymes objects to the Interrogatories to the extent that they seek to impose duties over and above those required by the Federal Rules of Civil Procedure and the Local

Rules of this District. Novozymes' responses shall be made only in accordance with the applicable Rule(s).

3. Novozymes objects to the Interrogatories to the extent they seek production of information equally available to Genencor and EDC in the public domain or is already in the possession, custody or control of Genencor and EDC.

4. Novozymes objects to the Interrogatories to the extent they seek information that is in the possession of independent parties over whom Novozymes has no control.

5. Novozymes objects to the Interrogatories to the extent they seek information protected by the attorney-client privilege, the attorney work-product privilege, or any other privilege that would protect the requested information from disclosure.

6. Novozymes objects to the Interrogatories to the extent they seek proprietary and/or confidential business information, which will be produced only subject to the terms of the Protective Order.

7. Novozymes objects to the Interrogatories to the extent they seek information irrelevant to *Plaintiff's Motion for Leave to Modify the Scheduling Order for the Purpose of Amending Its Complaint*.

8. The responses given herein and documents produced, if any, shall not be deemed to waive any claim of privilege or immunity Novozymes may have as to any response, document or thing, or any question or right of objection as to authenticity, competency, relevancy, materiality, admissibility, or any other objection Novozymes may have as to a demand for further response to these or other Interrogatories, or to any objection to the use of such information, documents or things in any other proceeding filed after the production of such information or documents.

9. Nothing contained herein may be construed as an admission relative to the existence or non-existence of any document, and no response may be construed as an admission with respect to the relevancy or admissibility in evidence of any statement or characterization contained in the Interrogatories or respecting the authenticity, competency, relevancy, materiality or admissibility of any document or thing referenced by the Interrogatories.

10. These General Objections are applicable to and are incorporated in each specific response herein without further reference. The inclusion of specific objection(s) in response to any Interrogatory shall not be construed as a waiver of such objection.

RESPONSES AND SPECIFIC OBJECTIONS

INTERROGATORY NO. 25:

State all facts that support your contention that NZNA may be joined as a co-plaintiff.

RESPONSE:

Pursuant to Fed. R. Civ. P. 33(d), Novozymes directs Defendants to its opening and reply briefs (D.I. ## 145, 152, 165, and 174) filed in support of *Plaintiff's Motion for Leave to Modify the Scheduling Order for the Purpose of Amending Its Complaint* and the accompanying declaration (D.I. ## 147 and 154) and appendices (D.I. ## 146, 153, 166, and 175) where the facts that support the addition of NZNA as a co-plaintiff are stated and discussed in great detail.

Such facts, include, but are not limited to, the following:

- NZNA is a wholly owned subsidiary of Novozymes A/S
- Novozymes A/S exercises complete strategic control over NZNA,
- Novozymes A/S' control over NZNA is formally evidenced by the structure of NZNA's five member board of directors, which is comprised of four Novozymes A/S executives
- Novozymes A/S controls the profits earned and cash received by NZNA

- Novozymes A/S consolidates the profits and losses of all of its subsidiaries, NZNA included, into audited financial statements for the entire Novozymes group
- Novozymes A/S stock is publicly traded based on the basis of these consolidated financial statements
- Novozymes A/S competes in the U.S. fuel ethanol alpha amylase market by selling, *inter alia*, Liquozyme® SC, Liquozyme® DS, Liquozyme® NX, and Termamyl® SC through its U.S. subsidiary, NZNA
- As a general company policy, Novozymes A/S does not license its core technology, including industrial enzymes, outside of its corporate family
- NZNA has always been and continues to be is the sole licensee of the '031 Patent
- Novozymes A/S has no intent to license the '031 Patent outside of its corporate family
- NZNA has the implied exclusive right to produce, market, sell, and distribute products covered by the patent claims included in Novozymes' A/S patent portfolio in order to compete in the U.S. fuel ethanol alpha amylase market
- NZNA produces, markets, sells, and distributes products covered by a Novozymes A/S patent closely related to the '031 Patent, falling within the same family of patents as the '031 Patent
- NZNA has an implied exclusive license to the '031 Patent

INTERROGATORY NO. 26:

State all facts that support your contention that “profits lost by NZNA are ultimately profits lost by NZDK.”

RESPONSE:

. Pursuant to Fed. R. Civ. P. 33(d), Novozymes directs Defendants to its opening and reply briefs (D.I. ## 145, 152, 165, and 174) filed in support of *Plaintiff's Motion for Leave to Modify the Scheduling Order for the Purpose of Amending Its Complaint* and the accompanying declaration (D.I. ## 147 and 154) and appendices (D.I. ## 146, 153, 166, and 175) where the facts that support the conclusion that profits lost by NZNA are ultimately profits lost by NZDK are stated and discussed in great detail.

Such facts, include, but are not limited to, the following:

- NZNA is a wholly owned subsidiary of Novozymes A/S
- Novozymes A/S exercises complete strategic control over NZNA,

- Novozymes A/S' control over NZNA is formally evidenced by the structure of NZNA's five member board of directors, which is comprised of four Novozymes A/S executives
- Novozymes A/S controls the profits earned and cash received by NZNA
- Novozymes A/S consolidates the profits and losses of all of its subsidiaries, NZNA included, into audited financial statements for the entire Novozymes group
- Novozymes A/S stock is publicly traded based on the basis of these consolidated financial statements

INTERROGATORY NO. 27:

State all facts that support your contention that "NZDK ultimately collects the profits earned by NZNA."

RESPONSE:

Pursuant to Fed. R. Civ. P. 33(d), Novozymes directs Defendants to its opening and reply briefs (D.I. ## 145, 152, 165, and 174) filed in support of *Plaintiff's Motion for Leave to Modify the Scheduling Order for the Purpose of Amending Its Complaint* and the accompanying declaration (D.I. ## 147 and 154) and appendices (D.I. ## 146, 153, 166, and 175) where the facts that support the conclusion that NZDK ultimately collects the profits earned by NZNA are stated and discussed in great detail.

Such facts, include, but are not limited to, the following:

- NZNA is a wholly owned subsidiary of Novozymes A/S
- Novozymes A/S exercises complete strategic control over NZNA,
- Novozymes A/S' control over NZNA is formally evidenced by the structure of NZNA's five member board of director, which is comprised of four Novozymes A/S executives
- Novozymes A/S controls the profits earned and cash received by NZNA
- Novozymes A/S consolidates the profits and losses of all of its subsidiaries, NZNA included, into audited financial statements for the entire Novozymes group
- Novozymes A/S stock is publicly traded based on the basis of these consolidated financial statements

INTERROGATORY NO. 28:

Identify each person who was involved in preparing and negotiating the following agreements: the January 1, 1996 Technology Licensing Agreement, the January 1, 2001 Framework Agreement for Services, and the January 1, 2005 Marketing Agreement.

RESPONSE:

Joan Schmidt was the person involved in preparing and negotiating the January 1, 1996 Technology Licensing Agreement.

Charles Shapiro was the person involved in preparing and negotiating the January 1, 2001 Framework Agreement for Services, and the January 1, 2005 Marketing Agreement.

INTERROGATORY NO. 29:

For each of the foregoing interrogatories, identify the Novozymes' personnel most knowledgeable about the subject matter and the answers thereto.

RESPONSE:

For Interrogatory No. 25, Henrik Myer, Jeff Faller, Benny Loft, and Rich Olofson are the Novozymes' personnel most knowledgeable about the subject matter and the answers thereto.

For Interrogatories Nos. 26 and 27, Benny Loft, and Rich Olofson are the Novozymes' personnel most knowledgeable about the subject matter and the answers thereto.

For Interrogatory No. 28, Charles Shapiro is the Novozymes' personnel most knowledgeable about the subject matter and the answers thereto.

**YOUNG CONAWAY STARGATT
& TAYLOR, LLP**

Dated: September 28, 2006



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CERTIFICATE OF SERVICE

I, Karen E. Keller, hereby certify that on September 28, 2006, I caused to be served a true and correct copy of the foregoing document to the following counsel of record:

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HENRIK MEYER October 5, 2006
HIGHLY CONFIDENTIAL

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

NOVOZYMES A/S,

Plaintiff,

C.A. No. 05-160-KAJ

- v -

GENENCOR INTERNATIONAL INC., and
ENZYME DEVELOPMENT CORPORATION,
Defendants.

11:30 a.m.
October 5, 2006

805 Third Avenue
New York, New York

HIGHLY CONFIDENTIAL

DEPOSITION of HENRIK MEYER, a Witness in
the above entitled matter, taken pursuant to
Notice, before Stephen J. Moore, a Registered
Professional Reporter, Certified Realtime
Reporter, and Notary Public of the State of New
York.

HENRIK MEYER October 5, 2006
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<p style="text-align: right;">Page 2</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2</p> <p>3 A P P E A R A N C E S:</p> <p>4</p> <p>5 DARBY & DARBY P.C.</p> <p>6 Attorneys for Plaintiff</p> <p>7 805 Third Avenue</p> <p>8 New York, New York 10022</p> <p>9</p> <p>10 BY: ROBERT C. SULLIVAN, JR., ESQ.</p> <p>11</p> <p>12 JONES DAY</p> <p>13 Attorneys for Defendants</p> <p>14 2822 Sand Hill Road, Suite 940</p> <p>15 Menlo Park, California 94025</p> <p>16</p> <p>17 BY: THARAN GREGORY LANIER, ESQ.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Are you comfortable testifying</p> <p>3 in English today?</p> <p>4 A Yes.</p> <p>5 Q Do you regularly use English,</p> <p>6 both written and oral, for business purposes?</p> <p>7 A I do.</p> <p>8 Q If during the course of the day,</p> <p>9 hopefully not too much of the day you don't</p> <p>10 understand any of my questions for whatever</p> <p>11 reason, either English issues or I have not</p> <p>12 asked it well or I am going too fast or</p> <p>13 anything else, please let me know.</p> <p>14 A Okay.</p> <p>15 Q I'm sure you've had some</p> <p>16 instruction about your lawyers about how this</p> <p>17 process works, let me just remind you about a</p> <p>18 couple of the ground rules.</p> <p>19 First one, do you understand,</p> <p>20 sir, that the oath you just took is the same</p> <p>21 oath with the same force and effect as if you</p> <p>22 were testifying in a court of law?</p> <p>23 A I do understand that.</p> <p>24 Q Do you understand, sir, I don't</p> <p>25 want you to guess or speculate to answer any of</p>
<p style="text-align: right;">Page 3</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 H E N R I K M E Y E R, called as a</p> <p>3 witness, having been first duly sworn by</p> <p>4 the Notary Public, was examined and</p> <p>5 testified as follows:</p> <p>6</p> <p>7 EXAMINATION BY MR. LANIER:</p> <p>8</p> <p>9 Q Mr. Meyer, good morning. We</p> <p>10 have met before, but again for the record my</p> <p>11 name is Greg Lanier, I'm one of the lawyers for</p> <p>12 Genencor and EDC in this case.</p> <p>13 Have you ever been deposed</p> <p>14 before?</p> <p>15 A Never tried that.</p> <p>16 Q I'm not sure it's something</p> <p>17 somebody tries, but hopefully it won't be too</p> <p>18 bad.</p> <p>19 I'm going to ask you a couple of</p> <p>20 questions for record purposes, they are not</p> <p>21 intended to offend so please don't get me</p> <p>22 wrong.</p> <p>23 Are you a native speaker of</p> <p>24 English?</p> <p>25 A No, I'm not native speaker.</p>	<p style="text-align: right;">Page 5</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 my questions, but to give me your best</p> <p>3 testimony, your best recollection as you sit</p> <p>4 here today?</p> <p>5 A Absolutely.</p> <p>6 Q During the course of the day</p> <p>7 your attorney may make some objections to the</p> <p>8 questions that I ask you.</p> <p>9 Do you understand, sir, that</p> <p>10 unless he tells you specifically not to answer</p> <p>11 the question, that you can go ahead and answer</p> <p>12 my questions, if you understand them?</p> <p>13 A Yes.</p> <p>14 Q If any other questions about the</p> <p>15 process come up, please either let me know or</p> <p>16 let your counsel know, we will take a break</p> <p>17 every once in a while.</p> <p>18 Let's get started.</p> <p>19 MR. SULLIVAN: Before you get</p> <p>20 started, I will again designate this</p> <p>21 transcript as highly confidential.</p> <p>22 Q Including this top secret</p> <p>23 question, what's your job?</p> <p>24 A I am responsible for marketing,</p> <p>25 so I am a V.P. for marketing.</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q By what entity are you employed?</p> <p>3 A That's in Novozymes Denmark, so</p> <p>4 the A/S.</p> <p>5 Q The A/S entity, is that what you</p> <p>6 said?</p> <p>7 A Yes.</p> <p>8 Q During the course of the day I'm</p> <p>9 going to refer to Novozymes A/S, I will also</p> <p>10 refer occasionally to Novozymes North America</p> <p>11 or NZNA.</p> <p>12 Will you understand those latter</p> <p>13 two entities are the same thing?</p> <p>14 A That Novozymes North America.</p> <p>15 Q Is NZNA?</p> <p>16 A NZNA, that's Novozymes North</p> <p>17 America, yes.</p> <p>18 Q What term would you normally use</p> <p>19 to refer to the North American entity?</p> <p>20 A NA.</p> <p>21 Q Then during the course of the</p> <p>22 day I may just use that, it's shorter and I</p> <p>23 will use that term.</p> <p>24 A Okay.</p> <p>25 Q If any of my questions, if I am</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q So, you're responsible for all</p> <p>3 products that any -- ultimately responsible for</p> <p>4 all products that any Novozymes entity may sell</p> <p>5 into any industry?</p> <p>6 A No, no, the enzyme products, and</p> <p>7 there is some specific enzyme product where I'm</p> <p>8 not responsible for the marketing, and that's</p> <p>9 within the textile area.</p> <p>10 Q Are you responsible for fuel</p> <p>11 ethanol enzyme products?</p> <p>12 A Yes.</p> <p>13 Q Are you specifically responsible</p> <p>14 for marketing activities within the United</p> <p>15 States?</p> <p>16 A What do you mean specifically</p> <p>17 responsible?</p> <p>18 Q Is that part of your day-to-day</p> <p>19 job, do you do things that relate directly to</p> <p>20 marketing activities in the United States?</p> <p>21 A I do.</p> <p>22 Q Generally what are the types of</p> <p>23 things you do with respect to marketing in the</p> <p>24 United States in the fuel ethanol market?</p> <p>25 A I govern the business areas</p>
Page 7	Page 9
<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 not clear about what Novozymes entity to which</p> <p>3 I am referring, please let me know.</p> <p>4 How long have you held your</p> <p>5 current position at A/S?</p> <p>6 A My current position has changed</p> <p>7 a little bit, but so -- but I was employed as</p> <p>8 marketing V.P. in 2001.</p> <p>9 Q So is what you're saying since</p> <p>10 2001 your position has changed a little bit?</p> <p>11 A A little bit, increased</p> <p>12 responsibility, but basically within the same</p> <p>13 function, marketing.</p> <p>14 Q Generally what are your</p> <p>15 responsibilities today?</p> <p>16 A It's responsible for marketing</p> <p>17 globally.</p> <p>18 Q I didn't mean to interrupt you,</p> <p>19 if I ever interrupt you you'll tell me, are you</p> <p>20 responsible for any particular products or</p> <p>21 industry areas?</p> <p>22 A I'm responsible for all global</p> <p>23 marketing for all of the different industries</p> <p>24 and the industries, that's the segment of</p> <p>25 business areas.</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 including that, so it would be marketing</p> <p>3 director who is responsible for the fuel</p> <p>4 ethanol business is reporting to me and he's</p> <p>5 also covering the North American business.</p> <p>6 Q Who is that person you just</p> <p>7 mentioned?</p> <p>8 A That's Paul Rubin Andersen.</p> <p>9 Q Is he employed by Novozymes A/S</p> <p>10 or by some other Novozymes entity?</p> <p>11 A By Novozymes A/S.</p> <p>12 Q I have had a chance to speak to</p> <p>13 a gentlemen named Jeffrey Fowler, do you know</p> <p>14 him?</p> <p>15 A Jeff Fowler, yes.</p> <p>16 Q Does he report to Mr. Rubin, was</p> <p>17 that his name?</p> <p>18 A He's the Marketing Manager, I</p> <p>19 think, but I'm not 100 percent sure. I think</p> <p>20 he's a Marketing Manager, Jeff Fowler, hang on</p> <p>21 a second, or is he the sales responsible --</p> <p>22 actually I'm not sure.</p> <p>23 Q He's a marketing person, I will</p> <p>24 tell that you?</p> <p>25 A He's a marketing person, then he</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 would be reporting to Paul Rubin.</p> <p>3 Q Directly or does he report</p> <p>4 through anyone else?</p> <p>5 A No, he would then -- if he's the</p> <p>6 regional Marketing Manager, then he will be</p> <p>7 directly reporting to Paul Rubin.</p> <p>8 I wonder if Jeff is that now. I</p> <p>9 think so.</p> <p>10 Q You don't need to guess or</p> <p>11 speculate, you know what you know and you don't</p> <p>12 what you don't.</p> <p>13 MR. SULLIVAN: This will probably</p> <p>14 work more smoothly if you wait for him</p> <p>15 to answer the question. Answer each</p> <p>16 question then we will just go back and</p> <p>17 forth.</p> <p>18 Q You've been in your current</p> <p>19 position or something roughly similar since</p> <p>20 2001?</p> <p>21 A Yes.</p> <p>22 Q Were you with Novozymes, any</p> <p>23 Novozymes entity before 2001?</p> <p>24 A No, not Novozymes entity, no.</p> <p>25 Q Were you with Novo?</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A That's right. I can't remember</p> <p>3 the exact year.</p> <p>4 Q Are you familiar, do you</p> <p>5 understand, sir, that we are here today in a</p> <p>6 deposition in a case that relates to a</p> <p>7 particular Novozymes patent?</p> <p>8 A Yes.</p> <p>9 Q Are you familiar with that</p> <p>10 patent in any way?</p> <p>11 A When you say familiar, what do</p> <p>12 you mean there?</p> <p>13 Q Let me ask a few different</p> <p>14 aspects of familiarity.</p> <p>15 Do you know which patent it is?</p> <p>16 A I cannot remember the number.</p> <p>17 Q Do you know the subject of the</p> <p>18 patent?</p> <p>19 A Yes.</p> <p>20 Q What's your understanding of the</p> <p>21 subject of the patent?</p> <p>22 A That it covers some important</p> <p>23 alpha amylase products.</p> <p>24 Q Why do you say important?</p> <p>25 A Because they are valuable to the</p>
Page 11	Page 13
<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A No.</p> <p>3 Q Where did you come from?</p> <p>4 A I came from American Cyanamid,</p> <p>5 so a different business.</p> <p>6 Q Were you in marketing there,</p> <p>7 too?</p> <p>8 A Yes, marketing and sales.</p> <p>9 Q Would you very briefly describe</p> <p>10 for me, sir, your educational background</p> <p>11 starting with college or university and any</p> <p>12 subsequent degrees if you have any?</p> <p>13 A Agronomist, and that basically</p> <p>14 is the degree I have. University.</p> <p>15 Q Roughly when did you get your</p> <p>16 degree?</p> <p>17 A Gee.</p> <p>18 Q That's a polite way for</p> <p>19 attorneys to ask how old you are.</p> <p>20 A Well, I can tell you how old I</p> <p>21 am, that might be easier.</p> <p>22 Q Why don't you tell me that.</p> <p>23 A I am 48, going to 49.</p> <p>24 Q So you got your degree sometime</p> <p>25 in the '70s, I would think?</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 company.</p> <p>3 Q Which products?</p> <p>4 A That's alpha amylase is within</p> <p>5 the area of fuel ethanol.</p> <p>6 Q Are there any enzymes products</p> <p>7 sold by, any enzymes entity that practice the</p> <p>8 claims of the patent that brings us here</p> <p>9 together today?</p> <p>10 MR. SULLIVAN: Objection, calls</p> <p>11 for a legal conclusion.</p> <p>12 A Yeah, I wouldn't know that 100</p> <p>13 percent.</p> <p>14 Q I will represent to you, sir,</p> <p>15 two things, first that the patent we are</p> <p>16 talking about today is often called the '031</p> <p>17 patent, that's a label we lawyers have used for</p> <p>18 it.</p> <p>19 A Um-hum.</p> <p>20 Q I will represent to you that at</p> <p>21 various points in this case Novozymes has taken</p> <p>22 the position that the Liquezyme and Termamyl</p> <p>23 products do not practice the claims of that</p> <p>24 '031 patent, that's a representation I'm making</p> <p>25 to you.</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 If my representation is wrong,</p> <p>3 not your fault, but I'm telling you that is a</p> <p>4 fact.</p> <p>5 Does that change your point of</p> <p>6 view on whether the patent that's involved in</p> <p>7 this case is important?</p> <p>8 A Not at all.</p> <p>9 Q Why not?</p> <p>10 A Because that's also is an area</p> <p>11 that is important for the business that we are</p> <p>12 in that is covering the exact same product</p> <p>13 types that would cover the exact same use area</p> <p>14 of the product that we sell.</p> <p>15 Q Do you have any understanding of</p> <p>16 what it is about the thing that's claimed or</p> <p>17 any specific aspect of the claims of the patent</p> <p>18 in suit here today that gives it value in the</p> <p>19 fuel ethanol industry?</p> <p>20 A I'm not sure I understand that.</p> <p>21 Q You mentioned that it covers</p> <p>22 some important -- covers some important</p> <p>23 products in the fuel ethanol industry?</p> <p>24 A Yeah.</p> <p>25 Q What, if anything, about the</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 marked Meyers Exhibit 1 for identification</p> <p>3 as of this date.)</p> <p>4 Q Sir, with this and any other</p> <p>5 document, I may show you the same general rule</p> <p>6 applies, if you need to look at any part of it</p> <p>7 or read through it or anything to answer my</p> <p>8 questions, please tell me and do that.</p> <p>9 But the first general question</p> <p>10 for you, sir, is whether you recognize this</p> <p>11 document?</p> <p>12 A Actually, I haven't read this</p> <p>13 document.</p> <p>14 Q I will represent to you that</p> <p>15 what this is is a pleading in this case, it's a</p> <p>16 set of questions that we lawyers for the</p> <p>17 Defendants have asked Novozymes and these are</p> <p>18 the answers from Novozymes through their</p> <p>19 lawyers, that's roughly what this document is.</p> <p>20 I'm going to ask you about one</p> <p>21 or two of the questions in there.</p> <p>22 A Okay.</p> <p>23 Q Let's turn specifically first to</p> <p>24 interrogatory number 29, that's on Page 6.</p> <p>25 Please read that interrogatories number 29 and</p>
Page 15	Page 17
<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 '031 patent makes it important to the fuel</p> <p>3 ethanol industry specifically?</p> <p>4 A Because it covers, as I</p> <p>5 understand it, products that you can make that</p> <p>6 is very valuable and equal to the type of</p> <p>7 product that we sell.</p> <p>8 Q Do you know any -- do you know</p> <p>9 whether any Novozymes product currently or ever</p> <p>10 have practiced the claims of the '031 patent?</p> <p>11 A I don't know that.</p> <p>12 Q If you wanted to find out the</p> <p>13 answer to that question, what would you do?</p> <p>14 A I would ask our patent</p> <p>15 department, or our business people.</p> <p>16 Q Let me show you -- I am going to</p> <p>17 ask the court reporter to mark as an exhibit,</p> <p>18 we are not going to look at too many today,</p> <p>19 this is one we actually looked at at Mr. Loft's</p> <p>20 deposition not too long ago.</p> <p>21 For convenience we will mark it</p> <p>22 separately for you here as Meyer number 1, and</p> <p>23 it's the Novozymes' A/S's responses to</p> <p>24 Defendant's fifth set of interrogatories.</p> <p>25 (The above described document was</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 the answer to yourself and tell me when you are</p> <p>3 done.</p> <p>4 A So it's including the response?</p> <p>5 Q Yes, please.</p> <p>6 A Um-hum.</p> <p>7 Q I'm asking you that because I'm</p> <p>8 going to -- I asked you to read that because</p> <p>9 I'm going to ask you to turn to interrogatory</p> <p>10 number 25, if you see this the first paragraph</p> <p>11 there your name is associated with that one?</p> <p>12 A Yes.</p> <p>13 Q So please turn back to number 25</p> <p>14 which is on Page 3, read it and the response to</p> <p>15 yourself, it goes over to Page 4 then I will</p> <p>16 ask you some questions about specific things in</p> <p>17 that response.</p> <p>18 A Okay.</p> <p>19 Q Sir, I'm going to direct your</p> <p>20 attention to a few of the specific bullet items</p> <p>21 that are there, let's turn to one on Page 3,</p> <p>22 the very first one, it reads, "NZNA is a wholly</p> <p>23 owned subsidiary of Novozymes A/S," do you see</p> <p>24 that, sir?</p> <p>25 A Yes.</p>

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<p style="text-align: right;">Page 18</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q One thing I forgot to remind you</p> <p>3 of, you need to say a yes or a no so that our</p> <p>4 court reporter knows what to write down, as</p> <p>5 opposed to um-hum or un-hum. I forget that</p> <p>6 often myself.</p> <p>7 A I will try to be specific.</p> <p>8 Q Thank you very much.</p> <p>9 Are you aware generally, sir, of</p> <p>10 the fact that Novozymes North America is</p> <p>11 directly or indirectly a wholly owned</p> <p>12 subsidiary of Novozymes A/S?</p> <p>13 A Yes.</p> <p>14 Q Are you personally familiar with</p> <p>15 the corporate structure and the chain of</p> <p>16 ownership that gives rise to that ultimate</p> <p>17 ownership?</p> <p>18 A No, I don't know everything</p> <p>19 about the corporate structure.</p> <p>20 Q Do you know, were you personally</p> <p>21 involved in any of the decisions about how to</p> <p>22 structure the ownership and incorporation of</p> <p>23 Novozymes North America?</p> <p>24 A No, I was not.</p> <p>25 Q Let's ask about the fourth</p>	<p style="text-align: right;">Page 20</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 respect to the flow of cash between the</p> <p>3 companies other than with respect to the</p> <p>4 accounting?</p> <p>5 A So, could you give an example of</p> <p>6 what that could be.</p> <p>7 Q I'll ask you about a few</p> <p>8 specific things during the course of our time,</p> <p>9 I will start with a few of them now.</p> <p>10 Are you aware there is a</p> <p>11 technology license agreement between Novozymes</p> <p>12 North America and Novozymes A/S?</p> <p>13 A Yes.</p> <p>14 Q Were you involved in any way in</p> <p>15 negotiating that license agreement?</p> <p>16 A No.</p> <p>17 Q Are you aware of the royalty</p> <p>18 rate that is in that license agreement?</p> <p>19 A Yes.</p> <p>20 Q What is the rate as you know it?</p> <p>21 A It's 40 percent, as I know it.</p> <p>22 Q Were you involved in any way in</p> <p>23 setting that royalty rate?</p> <p>24 A No.</p> <p>25 Q Are you aware that that royalty</p>
<p style="text-align: right;">Page 19</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 bullet point on this page, Novozymes A/S</p> <p>3 controls the profits earned and cash received</p> <p>4 by NZNA, do you see that?</p> <p>5 A Um-hum.</p> <p>6 Q Is that a yes?</p> <p>7 A Yes.</p> <p>8 Q Thank you.</p> <p>9 Even when the answer is obvious</p> <p>10 to everyone sitting here, somebody may read</p> <p>11 this on paper later and we have to go through</p> <p>12 that, so I appreciate it, thank you, sir.</p> <p>13 A Yes, I see that.</p> <p>14 Q Are you personally familiar with</p> <p>15 the way that Novozymes A/S accounts for monies</p> <p>16 received by Novozymes North America and any</p> <p>17 intracompany or intrafamily transactions</p> <p>18 between those entities?</p> <p>19 A I don't know all the details</p> <p>20 about that, no.</p> <p>21 Q Are you involved on a day-to-day</p> <p>22 level in your job in any way in the accounting</p> <p>23 for the flow of cash between the companies?</p> <p>24 A Not in the accounting, no.</p> <p>25 Q Do you have any involvement with</p>	<p style="text-align: right;">Page 21</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 rate, at least in part, resulted from</p> <p>3 negotiations with the U.S. and Danish tax</p> <p>4 authorities?</p> <p>5 A Yes.</p> <p>6 Q Were you involved directly or</p> <p>7 indirectly in the discussions with the tax</p> <p>8 authorities that gave rise to that rate?</p> <p>9 A I was not.</p> <p>10 Q Were you involved in any way in</p> <p>11 Novozymes -- any Novozymes entity's</p> <p>12 consideration of what that percentage rate</p> <p>13 should be?</p> <p>14 A No.</p> <p>15 Q Does it matter to your job in</p> <p>16 any way what that rate is?</p> <p>17 A No.</p> <p>18 Q Have you ever read the</p> <p>19 technology licensing agreement?</p> <p>20 A Yes, I read -- I read it, but I</p> <p>21 don't know of it in detail.</p> <p>22 Q Have you read it in the course</p> <p>23 of your day-to-day job?</p> <p>24 A No.</p> <p>25 Q Did you review documents to</p>

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<p style="text-align: right;">Page 22</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 prepare for this deposition?</p> <p>3 A I read it, yes.</p> <p>4 Q Was this one of the documents</p> <p>5 you looked at to prepare for this deposition?</p> <p>6 A That's correct.</p> <p>7 Q Before preparing for this</p> <p>8 deposition had you seen the document before?</p> <p>9 A I'm not sure.</p> <p>10 Q Did any of the terms of the</p> <p>11 technology licensing agreement, do any of them</p> <p>12 matter to your day-to-day job?</p> <p>13 MR. SULLIVAN: Objection to the</p> <p>14 form.</p> <p>15 A Definitely, as because this is a</p> <p>16 license arrangement and of course license</p> <p>17 arrangements matter to my job.</p> <p>18 Q How does that specific license</p> <p>19 arrangement matter to your job?</p> <p>20 A This particular one does not</p> <p>21 matter.</p> <p>22 Q How do license arrangements</p> <p>23 generally matter to your job?</p> <p>24 A I review them, I sign license</p> <p>25 arrangements, license agreement.</p>	<p style="text-align: right;">Page 24</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Are you thinking of, with</p> <p>3 respect to the detergent industry license or</p> <p>4 licenses that you mentioned, do you have any</p> <p>5 particular license or licenses in mind?</p> <p>6 A Yes, this is licenses between</p> <p>7 Novozymes and our customers where we have</p> <p>8 agreements.</p> <p>9 Q So, as part of dealing with its</p> <p>10 customers, Novozymes may grant licenses to</p> <p>11 those customers so they can use the technology?</p> <p>12 A In specific instances.</p> <p>13 Q Which specific customers are you</p> <p>14 referring to?</p> <p>15 A P&G.</p> <p>16 Q Were you involved in negotiating</p> <p>17 that license?</p> <p>18 A Yes.</p> <p>19 Q What was your role?</p> <p>20 A I think -- let me think about</p> <p>21 it. It was royalty rates.</p> <p>22 Q Now, were you personally</p> <p>23 involved in negotiating the royalty rate with</p> <p>24 P&G?</p> <p>25 A No.</p>
<p style="text-align: right;">Page 23</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q So, over the course of the</p> <p>3 years, has Novozymes granted licenses of its</p> <p>4 technology to some -- Novozymes A/S, let me</p> <p>5 backup and ask this question very precisely.</p> <p>6 Over the time you've been with</p> <p>7 the company, has Novozymes A/S granted licenses</p> <p>8 of its technology to some entity besides</p> <p>9 Novozymes A/S?</p> <p>10 A Yes.</p> <p>11 Q Have you been involved in</p> <p>12 licenses that -- such licenses that have</p> <p>13 anything to do with the fuel ethanol industry</p> <p>14 in the United States?</p> <p>15 A No.</p> <p>16 Q What industries have been --</p> <p>17 what industries have related to the licenses</p> <p>18 that you recall having been involved in in some</p> <p>19 way?</p> <p>20 A Detergent, in the detergent</p> <p>21 areas.</p> <p>22 Q Any others?</p> <p>23 A Let me think.</p> <p>24 Actually I can't recall any</p> <p>25 others for the moment.</p>	<p style="text-align: right;">Page 25</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q What was your involvement with</p> <p>3 respect to royalty rates?</p> <p>4 A There was setting the direction</p> <p>5 of the level, discussing the level.</p> <p>6 Q So, you were involved in</p> <p>7 discussions within Novozymes about what royalty</p> <p>8 rate should we agree or not, is that what you</p> <p>9 are saying?</p> <p>10 A Yes.</p> <p>11 Q Is discussions of royalty rates</p> <p>12 a part of your day-to-day job?</p> <p>13 A Yes. Could be.</p> <p>14 Q Have you ever been involved in</p> <p>15 any license negotiations, whether or not they</p> <p>16 led to a completed license, with respect to the</p> <p>17 fuel ethanol industry?</p> <p>18 A Not to my knowledge.</p> <p>19 Q Are you aware of any general</p> <p>20 policy or parameters about royalty rates for</p> <p>21 outlicenses of technology, any Novozymes</p> <p>22 policies?</p> <p>23 A Yes, I mean our general policy</p> <p>24 is that we don't license, we don't license out</p> <p>25 our technology outside of our family.</p>

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<p style="text-align: right;">Page 26</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Are there any general policies</p> <p>3 about those circumstances if you are inclined</p> <p>4 to grant a license what the license rates must</p> <p>5 be, they must be at least X percent or anything</p> <p>6 like that?</p> <p>7 MR. SULLIVAN: Objection as to</p> <p>8 form.</p> <p>9 A I also don't understand what you</p> <p>10 mean there.</p> <p>11 Q Sure, I will try to ask the</p> <p>12 question in a more articulate manner.</p> <p>13 There obviously have been some</p> <p>14 licenses that have been granted outside the</p> <p>15 corporate family, correct?</p> <p>16 A That's right.</p> <p>17 Q Is there any Novozymes policy</p> <p>18 with respect to what those license rates must</p> <p>19 be, either defined by a range of rates or</p> <p>20 particular minimum rates, anything like that?</p> <p>21 A No, I'm not aware of such</p> <p>22 policies.</p> <p>23 Q Is there anything about the</p> <p>24 detergent industry that would cause the royalty</p> <p>25 rates or license agreements in that industry to</p>	<p style="text-align: right;">Page 28</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A No, not to my knowledge.</p> <p>3 Q In your experience in dealing</p> <p>4 with these situations, does Novozymes consider</p> <p>5 the facts and circumstances of each</p> <p>6 individual's circumstance in deciding what</p> <p>7 license rate to agree to?</p> <p>8 A That's my understanding.</p> <p>9 Q I'll represent to you, sir, that</p> <p>10 there are various agreements over time between</p> <p>11 Genencor and Novozymes A/S, some called license</p> <p>12 agreements, some with other names, are you</p> <p>13 generally familiar with that?</p> <p>14 A Yes.</p> <p>15 Q Have you personally been</p> <p>16 involved in the negotiation of any of those</p> <p>17 agreements?</p> <p>18 A I have.</p> <p>19 Q Which ones?</p> <p>20 A Something to do with some</p> <p>21 patents that -- some patents to some detergent</p> <p>22 products, detergent enzymes that Genencor</p> <p>23 wanted to have some rights to and some patents</p> <p>24 and products that we would like to have some</p> <p>25 rights to.</p>
<p style="text-align: right;">Page 27</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 be different from royalty rates or licenses</p> <p>3 that might be granted in the fuel ethanol</p> <p>4 industry?</p> <p>5 A So how do you mean that?</p> <p>6 Q The various -- I will try and</p> <p>7 clarify my questions. There are various</p> <p>8 licenses that Novozymes has granted in the</p> <p>9 detergent industry, correct?</p> <p>10 A Yes.</p> <p>11 Q Is there anything about the</p> <p>12 detergent industry that would have -- that</p> <p>13 would make the license negotiations and the</p> <p>14 royalty rates agreed there unique and special</p> <p>15 to detergents as opposed to any other industry?</p> <p>16 A Yes, definitely in some of these</p> <p>17 cases, yes.</p> <p>18 Q What are those factors that make</p> <p>19 it unique?</p> <p>20 A It is detailed joint</p> <p>21 collaboration on developing technology with a</p> <p>22 customer.</p> <p>23 Q Is there a standard royalty rate</p> <p>24 that Novozymes always insists on when it</p> <p>25 licenses its technology?</p>	<p style="text-align: right;">Page 29</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q What was your involvement</p> <p>3 specifically?</p> <p>4 A I was part of the negotiation</p> <p>5 team.</p> <p>6 Q Were you also part of the team</p> <p>7 that considered internally within Novozymes</p> <p>8 what royalty rates or other economic terms to</p> <p>9 agree to and/or propose?</p> <p>10 A Yes.</p> <p>11 Q To what industries did the</p> <p>12 agreements between Genencor and Novozymes that</p> <p>13 you are aware of relate?</p> <p>14 A Excuse me?</p> <p>15 Q Your aware that there is more</p> <p>16 than one agreement between Novozymes and</p> <p>17 Genencor, are you aware of that?</p> <p>18 A Yes, yes.</p> <p>19 Q Do they all relate to one</p> <p>20 industry?</p> <p>21 A No.</p> <p>22 Q What industries are touched by</p> <p>23 one or more of those agreements?</p> <p>24 A The baking industry also is one</p> <p>25 industry, that I know of.</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Baking is one, any other</p> <p>3 industries you are aware of that are touched in</p> <p>4 some way?</p> <p>5 A Detergent is one.</p> <p>6 Q Any others?</p> <p>7 A I'm not 100 percent sure about</p> <p>8 others for the moment.</p> <p>9 I would be surprised if there</p> <p>10 weren't others, but I can't remember.</p> <p>11 Q If there were to be a</p> <p>12 negotiation between Genencor and Novozymes in</p> <p>13 March of 2005 relating to the fuel ethanol</p> <p>14 industry, in your job would you have been</p> <p>15 involved in it?</p> <p>16 A I have to have that again.</p> <p>17 Q Sure. In your job in March of</p> <p>18 2005 as you recall your response back then</p> <p>19 about a year and a half ago, if there were to</p> <p>20 have been a negotiation between Novozymes and</p> <p>21 Genencor about a patent license relating to the</p> <p>22 fuel ethanol industry, would you have been</p> <p>23 involved?</p> <p>24 A Not necessarily. I could have</p> <p>25 been, but it's not sure I would have been.</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 not that is an exclusive or non-exclusive</p> <p>3 license?</p> <p>4 A I'm aware that it's stated as a</p> <p>5 non-exclusive license.</p> <p>6 Q You say that it's stated as a</p> <p>7 non-exclusive license. Do you think it's</p> <p>8 something other than a non-exclusive license?</p> <p>9 A For all practical purposes it's</p> <p>10 functioning as an exclusive license.</p> <p>11 Q Why do you say that?</p> <p>12 A Because that is the intent in</p> <p>13 how we work as a family with our technology,</p> <p>14 that our subsidiaries, they have in the area</p> <p>15 where they operate exclusive rights to exercise</p> <p>16 their job under these patents.</p> <p>17 Q How do you know -- I'm sorry, I</p> <p>18 didn't mean to interrupt you, how do you know</p> <p>19 that if you weren't involved in negotiating the</p> <p>20 license?</p> <p>21 A Because that's how we operate</p> <p>22 with all our technology, throughout the globe</p> <p>23 with our subsidiaries.</p> <p>24 Q Then why doesn't it say it's an</p> <p>25 exclusive license?</p>
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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q If there were to be such a</p> <p>3 negotiation today, would you be involved?</p> <p>4 A Again, most likely.</p> <p>5 Q What would your role be?</p> <p>6 A I would expect to be part of the</p> <p>7 negotiation team to propose the commercial</p> <p>8 conditions.</p> <p>9 Q By commercial conditions, do you</p> <p>10 mean, among other things, including things like</p> <p>11 the royalty rate for any licenses that might be</p> <p>12 included?</p> <p>13 A And the -- yes.</p> <p>14 Q Any other economic terms like</p> <p>15 that, is that what you mean?</p> <p>16 A Yes.</p> <p>17 Q Is whether or not the license is</p> <p>18 exclusive or non-exclusive a commercial</p> <p>19 condition in which you would have been involved</p> <p>20 in negotiating?</p> <p>21 A Yes; it would also -- that would</p> <p>22 also be part of it.</p> <p>23 Q Referring back, sir, to the</p> <p>24 technology license agreement that we discussed</p> <p>25 a few minutes ago, are you aware of whether or</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 MR. SULLIVAN: Objection,</p> <p>3 foundation. If you can answer you can</p> <p>4 answer.</p> <p>5 Q Go ahead.</p> <p>6 A I cannot say exactly all the</p> <p>7 reasons why, but I know that it would be</p> <p>8 unpractical to have all the details stated in</p> <p>9 such a document to make it an exclusive for</p> <p>10 something -- for most of the technology it</p> <p>11 could easily be an exclusive license, but</p> <p>12 there -- it would be wrong to state it is an</p> <p>13 exclusive license because there is something</p> <p>14 that is outside of the -- that would not be</p> <p>15 exclusive -- that could not be exclusive</p> <p>16 because somebody else has the rights to it.</p> <p>17 Q As you understand the agreement,</p> <p>18 does Novozymes A/S retain the right to license</p> <p>19 the technology covered by that agreement to</p> <p>20 some entity other than Novozymes North America?</p> <p>21 A I need to have that again.</p> <p>22 Q Sure, as you understand the</p> <p>23 agreement, does Novozymes A/S retain the right</p> <p>24 to license technology covered by that agreement</p> <p>25 to some entity other than Novozymes North</p>

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<p style="text-align: right;">Page 34</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 America?</p> <p>3 A Yes. We have the rights.</p> <p>4 Q Does Novozymes A/S retain the</p> <p>5 right to license the technology covered by that</p> <p>6 agreement to some entity outside the Novozymes</p> <p>7 family if it were to choose to do that?</p> <p>8 A Yes.</p> <p>9 Q If I asked you this before I</p> <p>10 apologize. In fact, I remember I did, I</p> <p>11 remember your answer, so I won't ask you again.</p> <p>12 Let's turn back to interrogatory</p> <p>13 number 25 that led us in part to this</p> <p>14 discussion, let's turn to Page 4, some of the</p> <p>15 specific bullet points that we are talking</p> <p>16 about here.</p> <p>17 On Page 4, the third bullet</p> <p>18 point down says, "Novozymes A/S competes in the</p> <p>19 U.S. fuel ethanol alpha amylase market by</p> <p>20 selling, inter alia, Liquezyme SC," then it</p> <p>21 lists a lot of products, "through its U.S.</p> <p>22 subsidiary NZNA;" do you see that, sir?</p> <p>23 A Yes.</p> <p>24 Q A couple of questions about this</p> <p>25 bullet point.</p>	<p style="text-align: right;">Page 36</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 companies?</p> <p>3 A Not off the top of my head.</p> <p>4 Q Have you ever heard of a company</p> <p>5 called Valley Research?</p> <p>6 A Yes.</p> <p>7 Q Are they in the U.S. fuel</p> <p>8 ethanol alpha amylase market?</p> <p>9 A I don't know for sure.</p> <p>10 Q If you wanted to know the answer</p> <p>11 it that, who would you ask?</p> <p>12 A I would ask our marketing</p> <p>13 director.</p> <p>14 Q Are the sales and the</p> <p>15 competition relating to glucoamylase products</p> <p>16 related to the U.S. fuel ethanol?</p> <p>17 A I have to have that again.</p> <p>18 Q Are sales and competition with</p> <p>19 respect to glucoamylase products part of the</p> <p>20 alpha amylase market?</p> <p>21 A They are linked, but they are</p> <p>22 not necessarily the same.</p> <p>23 Q In what way are they linked?</p> <p>24 A They do talk to the same</p> <p>25 customers.</p>
<p style="text-align: right;">Page 35</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 First, fuel ethanol alpha</p> <p>3 amylase market.</p> <p>4 A Yes.</p> <p>5 Q Would you define for me the</p> <p>6 parameters of the U.S. fuel ethanol alpha</p> <p>7 amylase market?</p> <p>8 A I can define for you what I</p> <p>9 understand it is.</p> <p>10 Q Sure.</p> <p>11 A Which is the market where the</p> <p>12 fuel ethanol alpha amylases are being used in</p> <p>13 the process of making ethanol, and that is a</p> <p>14 specific group of enzymes that is being used</p> <p>15 for that, that's called alpha amylases and in</p> <p>16 that market there are certain products that are</p> <p>17 alpha amylases.</p> <p>18 Q What products -- let me backup a</p> <p>19 second and ask this question.</p> <p>20 What companies currently compete</p> <p>21 in the U.S. fuel ethanol alpha amylase market</p> <p>22 as you understand it?</p> <p>23 A At least the important ones is</p> <p>24 Novozymes and Genencor.</p> <p>25 Q Are you aware of any other</p>	<p style="text-align: right;">Page 37</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q So many customers that would be</p> <p>3 interested in buying one product might be</p> <p>4 interested in buying the other, correct?</p> <p>5 A Correct.</p> <p>6 Q Does every Novozymes customer</p> <p>7 that buys its alpha amylases also by its</p> <p>8 glucoamylase?</p> <p>9 A I don't know that for a fact.</p> <p>10 Q Do you have any understanding of</p> <p>11 it based on your day-to-day work?</p> <p>12 A I have the understanding that</p> <p>13 that would be our intent. If you sell one you</p> <p>14 want to sell the other.</p> <p>15 Q Certainly.</p> <p>16 But moving past intent to</p> <p>17 actuality, does every Novozymes customer that</p> <p>18 buys its alpha amylase products buy its</p> <p>19 glucoamylase products?</p> <p>20 A I don't know that.</p> <p>21 Q If you wanted to know about</p> <p>22 that, who would you ask?</p> <p>23 A I would ask the American</p> <p>24 business organization or my marketing director.</p> <p>25 Q You say my marketing director,</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 do you mean Paul Rubin?</p> <p>3 A Paul Rubin and then he would</p> <p>4 find out.</p> <p>5 Q And you may have mentioned it,</p> <p>6 but what's his title precisely, Mr. Rubin?</p> <p>7 A He is a marketing director for</p> <p>8 the biofuel and starch business.</p> <p>9 Q Does he have worldwide</p> <p>10 responsibility?</p> <p>11 A He has worldwide responsibility.</p> <p>12 Q I take it the biofuel and starch</p> <p>13 business would include the U.S. fuel ethanol</p> <p>14 market, correct?</p> <p>15 A That's correct.</p> <p>16 Q Does Novozymes, either North</p> <p>17 America or A/S, track the percentage of its</p> <p>18 customers that buy an alpha amylase product</p> <p>19 that also buy its glucoamylase products?</p> <p>20 A Yes, we would know that, I don't</p> <p>21 know exactly what you mean we would track, but</p> <p>22 we would certainly know whether they also buy</p> <p>23 that normally.</p> <p>24 Q Are you personally aware of what</p> <p>25 the relationship is between purchases, whether</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Do you know whether the entry of</p> <p>3 Spezyme Ethyl on the market for U.S. fuel</p> <p>4 ethanol products changed the relationship</p> <p>5 between the sales of alpha amylase and</p> <p>6 glucoamylase by Novozymes?</p> <p>7 A It did.</p> <p>8 Q And how did it do so?</p> <p>9 A We lost market share in the</p> <p>10 alpha amylase market.</p> <p>11 Q How did that affect the sale of</p> <p>12 glucoamylase?</p> <p>13 A I mean the relative share then</p> <p>14 have to change, if you lose market share in</p> <p>15 one.</p> <p>16 Q So, if you lose market share in</p> <p>17 glucoamylase, is it also the case that you lose</p> <p>18 market share in glucoamylase?</p> <p>19 MR. SULLIVAN: Objection to the</p> <p>20 form.</p> <p>21 A I don't understand the question.</p> <p>22 Q I may have misunderstood you, so</p> <p>23 I'm not trying to confuse you, I just want to</p> <p>24 make sure.</p> <p>25 MR. SULLIVAN: I think you</p>
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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 expressed in percentages or raw numbers, any</p> <p>3 units, purchases by customers of your alpha</p> <p>4 amylase products and of your glucoamylase</p> <p>5 products?</p> <p>6 A No, I don't know those details.</p> <p>7 Q Do you know whether those</p> <p>8 percentages have changed over time?</p> <p>9 A I don't know the details.</p> <p>10 Q I will ask one more, I can guess</p> <p>11 your answer, but I will ask one more specific</p> <p>12 question, do you know whether the percentage of</p> <p>13 Novozymes' alpha amylase's customers that also</p> <p>14 bought its glucoamylase has gone up or down</p> <p>15 over time?</p> <p>16 A Could I have the question again?</p> <p>17 Q Sure. Do you know whether the</p> <p>18 percentage of Novozymes' alpha amylase</p> <p>19 customers that have also bought Novozymes'</p> <p>20 glucoamylase products has that gone up or down</p> <p>21 over time?</p> <p>22 A No, I don't want to speculate.</p> <p>23 Q So, your answer is you don't</p> <p>24 know?</p> <p>25 A I don't know for sure.</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 basically misstated what you meant to</p> <p>3 say there.</p> <p>4 MR. LANIER: That could well be,</p> <p>5 thank you.</p> <p>6 Q As I understand your testimony,</p> <p>7 the entry of Spezyme Ethyl into the market</p> <p>8 reduced Novozymes or Novozymes North America's</p> <p>9 market share in the U.S. fuel ethanol market,</p> <p>10 correct?</p> <p>11 A I don't know that for sure.</p> <p>12 Q Did the entry of Spezyme Ethyl</p> <p>13 on to the market -- on to the alpha amylase</p> <p>14 market change Novozymes' or Novozymes North</p> <p>15 America's market share for glucoamylase</p> <p>16 products?</p> <p>17 A I don't know that for sure.</p> <p>18 Q I guess I know the answer, if</p> <p>19 you wanted to know what would you do?</p> <p>20 A I would ask my marketing</p> <p>21 director. I will ask the North American</p> <p>22 business people.</p> <p>23 Q Let's jump forward in time.</p> <p>24 Are you aware of a product known</p> <p>25 as Spezyme Extra?</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A Yes, I have heard about it.</p> <p>3 Q When did you first hear about</p> <p>4 it?</p> <p>5 A I have heard about it from, I</p> <p>6 don't know, probably only some years -- some</p> <p>7 months ago when I really started to be looking</p> <p>8 at this business in detail.</p> <p>9 Q When you really started, is that</p> <p>10 what you said?</p> <p>11 A When I personally started to</p> <p>12 look at this business in detail.</p> <p>13 Q What caused you over the last</p> <p>14 month or so to really start to look at this</p> <p>15 business in detail?</p> <p>16 A That my responsibility have</p> <p>17 increased to cover this area since the autumn</p> <p>18 last year.</p> <p>19 Q How did your responsibilities</p> <p>20 change?</p> <p>21 A I have the total marketing</p> <p>22 responsibility for the whole area.</p> <p>23 Q What did you have before that</p> <p>24 change?</p> <p>25 A It did not cover the -- all the</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 What has been the pricing trends</p> <p>3 for Liquozyme products generally, all the</p> <p>4 products with that name, since they were first</p> <p>5 introduced into the market?</p> <p>6 A I would know of the -- I know of</p> <p>7 the trend.</p> <p>8 Q What is the trend?</p> <p>9 A That has been going down.</p> <p>10 Q And that's since the</p> <p>11 introduction of the product?</p> <p>12 A Not -- yes, since the</p> <p>13 introduction of the product, yes.</p> <p>14 Q Can you give me a percentage</p> <p>15 change for any particular year?</p> <p>16 A No, I don't know the details. I</p> <p>17 mean I know of the price has gone down.</p> <p>18 Q You would speak to Mr. Rubin or</p> <p>19 somebody in the U.S. if you wanted details for</p> <p>20 the U.S. market?</p> <p>21 A That's correct.</p> <p>22 Q Let's go back to Spezyme Extra,</p> <p>23 if we could.</p> <p>24 Have any U.S. customers of</p> <p>25 Liquozyme products switched to Spezyme Extra,</p>
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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 industries, it only covered part of the</p> <p>3 industries at the time.</p> <p>4 Q Which were the industries that</p> <p>5 were newly added?</p> <p>6 A This was -- this was the biofuel</p> <p>7 area and several other areas.</p> <p>8 Q And fuel ethanol is included in</p> <p>9 biofuel?</p> <p>10 A That's correct.</p> <p>11 Q Thank you. When did you acquire</p> <p>12 this new responsibility for biofuels?</p> <p>13 A I'm thinking about that. Autumn</p> <p>14 last year.</p> <p>15 Q Are you in a position as you sit</p> <p>16 here today to tell me about competition and</p> <p>17 pricing trends and everything else in the U.S.</p> <p>18 fuel ethanol market for the period before you</p> <p>19 acquired this responsibility?</p> <p>20 A I need to understand the</p> <p>21 question in more detail.</p> <p>22 Q Sure.</p> <p>23 If I were to ask you -- well, I</p> <p>24 will ask you a question, we will see if you</p> <p>25 know.</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 of which you are aware?</p> <p>3 A I don't know.</p> <p>4 MR. SULLIVAN: Objection as to</p> <p>5 form.</p> <p>6 Q Are you aware of what current</p> <p>7 Genencor customers, how many, if any of them</p> <p>8 have switched from whatever product they may be</p> <p>9 using to Spezyme Extra?</p> <p>10 A I don't know that.</p> <p>11 Q Do you know whether Novozymes'</p> <p>12 market share in the U.S. fuel ethanol market</p> <p>13 has gone up or down since the announcement of</p> <p>14 the court's decision finding infringement and</p> <p>15 other things relating to the '031 patent?</p> <p>16 A I have not looked at those</p> <p>17 details.</p> <p>18 Q Let's turn back to this</p> <p>19 document, if we could. Go back to the next</p> <p>20 bullet point, "As a general company policy</p> <p>21 Novozymes A/S does not license its core</p> <p>22 technology, including industrial enzymes</p> <p>23 outside of its corporate family."</p> <p>24 Do you see that?</p> <p>25 A Yes.</p>

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<p style="text-align: right;">Page 46</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Is the '031 patent that brings</p> <p>3 us here together today core technology?</p> <p>4 A It is, indeed.</p> <p>5 Q How do you know?</p> <p>6 A Because it covers an area that's</p> <p>7 very important for us.</p> <p>8 Q What does it cover?</p> <p>9 A It covers the alpha amylase area</p> <p>10 in fuel.</p> <p>11 Q What do you mean by cover?</p> <p>12 A It is -- it covers products that</p> <p>13 can be used in that area.</p> <p>14 Q What products?</p> <p>15 A Well, it covers the type of</p> <p>16 product that is exemplified with the Spezyme</p> <p>17 Ethyl product.</p> <p>18 Q Any other products?</p> <p>19 A Not to my knowledge.</p> <p>20 Q The licenses we discussed a</p> <p>21 little earlier today, there were some in the</p> <p>22 detergent, potentially the baking field we</p> <p>23 discussed generally, do any of those relate to</p> <p>24 core technology?</p> <p>25 A I need to have that again.</p>	<p style="text-align: right;">Page 48</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Identify for me any specific</p> <p>3 licenses, either by the name of the license or</p> <p>4 the other party that you can that are in that</p> <p>5 category that we just mentioned?</p> <p>6 A Okay, an example would be a</p> <p>7 discussion with Genencor of the, as I recall</p> <p>8 the name the FN 4 license that would be within</p> <p>9 the protease area, which is an area of core</p> <p>10 technology.</p> <p>11 Q Any other examples that you can</p> <p>12 think of?</p> <p>13 A That's the one that comes to</p> <p>14 mind.</p> <p>15 Q Why did Novozymes grant a</p> <p>16 license to core technology in that</p> <p>17 circumstance?</p> <p>18 A There was a business decision</p> <p>19 where there was technology discussion on both</p> <p>20 sides, so it was a settlement agreement, I</p> <p>21 don't know if you call it a settlement</p> <p>22 agreement, but there was an agreement on</p> <p>23 technology between Genencor and Novozymes at</p> <p>24 the time that, among others, included this</p> <p>25 particular license.</p>
<p style="text-align: right;">Page 47</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Sure. You recall that earlier</p> <p>3 in our conversation this morning we discussed</p> <p>4 various licenses, some with Proctor & Gamble,</p> <p>5 some with customers, some with Genencor,</p> <p>6 generally did any of those relate to core</p> <p>7 technology?</p> <p>8 A Some did.</p> <p>9 Q Which ones?</p> <p>10 A Some in the detergent area.</p> <p>11 Q Who were the other parties to</p> <p>12 those licenses that were in the detergent area</p> <p>13 that were core technology?</p> <p>14 A I need to understand the</p> <p>15 question again.</p> <p>16 Q I will try and ask it better.</p> <p>17 A Okay.</p> <p>18 Q I will break it up into a couple</p> <p>19 of pieces.</p> <p>20 If I understand you correctly,</p> <p>21 and please tell me if I'm wrong, some of the</p> <p>22 licenses in the detergent area that we were</p> <p>23 discussing generally before related to</p> <p>24 Novozymes' core technology, is that right?</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 49</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 It was a good business decision</p> <p>3 to make that.</p> <p>4 Q Could Novozymes A/S sell</p> <p>5 Novozymes North America if it wanted to?</p> <p>6 MR. SULLIVAN: Objection,</p> <p>7 foundation.</p> <p>8 A I don't know.</p> <p>9 Q Let's turn back to this</p> <p>10 document, look at another bullet point, it is</p> <p>11 the sixth one down.</p> <p>12 A Yes.</p> <p>13 Q Novozymes A/S has no intent to</p> <p>14 license the '031 patent outside of its</p> <p>15 corporate family. Do you see that?</p> <p>16 A Um-hum.</p> <p>17 Q Is that a yes?</p> <p>18 A I see that.</p> <p>19 Q Thank you very much.</p> <p>20 Ultimately who would decide if</p> <p>21 Novozymes A/S were going to license the '031</p> <p>22 patent outside of its corporate family, if that</p> <p>23 were to happen today, whose job would it be to</p> <p>24 make that decision?</p> <p>25 A I would definitely be involved,</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 but such important decisions on core technology</p> <p>3 would rise most likely to our executive</p> <p>4 management level.</p> <p>5 Q I forgot to ask you earlier, to</p> <p>6 whom do you report?</p> <p>7 A I report it our EVP business</p> <p>8 operations.</p> <p>9 Q To whom does the EVP report?</p> <p>10 A To our CEO.</p> <p>11 Q So your -- is the EVP, is that</p> <p>12 person executive management?</p> <p>13 A He is one of the whatever, I</p> <p>14 don't know how many, he has that arrangement.</p> <p>15 Q What's that person's name?</p> <p>16 A That's Peter Hock Nelson.</p> <p>17 Q Let's go to the next bullet</p> <p>18 point, "NZNA has the implied exclusive right to</p> <p>19 produce, market, sell and distribute products</p> <p>20 covered by the patent claims included in</p> <p>21 Novozymes' A/S patent portfolio in order to</p> <p>22 compete in the U.S. fuel ethanol alpha amylase</p> <p>23 market;" do you see that?</p> <p>24 A I see that.</p> <p>25 Q Are the patent claims of the</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Next bullet point, the last one</p> <p>3 in this response says, "NZNA has an implied</p> <p>4 exclusive license to the '031 patent."</p> <p>5 Do you see that?</p> <p>6 A Yes.</p> <p>7 Q Do you have an understanding of</p> <p>8 the term implied exclusive license?</p> <p>9 A Yes.</p> <p>10 Q What's your understanding?</p> <p>11 A My understanding is that for all</p> <p>12 practical purposes they could exercise -- they</p> <p>13 have the rights to sell product under that</p> <p>14 patent if they wanted to and had a product they</p> <p>15 wanted to sell under that patent.</p> <p>16 Q As you understand it, I'm</p> <p>17 sorry --</p> <p>18 A And nobody else in the U.S.</p> <p>19 would have that right.</p> <p>20 Q Thank you, I didn't mean to</p> <p>21 interrupt you.</p> <p>22 As you understand it, does</p> <p>23 Novozymes North America have the right to</p> <p>24 sublicense the patent, the '031 patent to</p> <p>25 anyone else?</p>
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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 '031 patent necessary in any way to produce,</p> <p>3 market, sell or distribute any Novozymes A/S or</p> <p>4 NZNA products in the U.S. fuel ethanol alpha</p> <p>5 amylase market?</p> <p>6 A Not to my knowledge.</p> <p>7 Q Next bullet point, turn our</p> <p>8 attention to that one, "NZNA produces, markets,</p> <p>9 sells and distributes products covered by a</p> <p>10 Novozymes A/S patent closely related to the</p> <p>11 '031 patent falling within the same family of</p> <p>12 patents as the '031 patent."</p> <p>13 Do you know what that other</p> <p>14 patent is?</p> <p>15 A I can't remember the number, but</p> <p>16 I think I know what patent is referred to.</p> <p>17 Q Describe it as best you can,</p> <p>18 name, technology, whatever?</p> <p>19 A That would be the patent that</p> <p>20 then covers the Liquozyme product.</p> <p>21 Q Do you know what patent it is,</p> <p>22 can you give me a title or anything like that?</p> <p>23 A I forgot that.</p> <p>24 Q You don't have all the patents</p> <p>25 memorized?</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A Could I hear the question again?</p> <p>3 Q Certainly. As you understand it</p> <p>4 does Novozymes North America have the right to</p> <p>5 sublicense the '031 patent to anybody?</p> <p>6 A My understanding is that the</p> <p>7 approval for such a license would always be by</p> <p>8 the Novozymes Denmark -- by A/S.</p> <p>9 Q One more nomenclature thing,</p> <p>10 occasionally I don't know if you have done it</p> <p>11 before, you said Novozymes Denmark, is that</p> <p>12 Novozymes A/S?</p> <p>13 A Yes.</p> <p>14 Q Just so if you happen to say</p> <p>15 that, we don't need to keep clarifying it, now</p> <p>16 we know?</p> <p>17 A Novozymes Denmark or A/S, same</p> <p>18 thing.</p> <p>19 Q Thank you. Thank you for</p> <p>20 clarifying that.</p> <p>21 What you say was Novozymes</p> <p>22 Denmark would have to give approval for such a</p> <p>23 license, but as you understand it, again your</p> <p>24 understanding, could Novozymes North America</p> <p>25 actually grant a sublicense to the '031 patent?</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A I would think not.</p> <p>3 Q Why would you think not?</p> <p>4 A Because all such licenses is</p> <p>5 done very centralized in our organization.</p> <p>6 Q And who ultimately runs that</p> <p>7 centralized function?</p> <p>8 A Well, I mean I would be one that</p> <p>9 would approve it, that would be at our level</p> <p>10 that -- the V.P. level for approval.</p> <p>11 Q Do you know a person in the</p> <p>12 Novozymes A/S organization Maryanne Nanbo?</p> <p>13 A Um-hum.</p> <p>14 Q That's yes?</p> <p>15 A That is correct, yes, I know</p> <p>16 her.</p> <p>17 Q What's your understanding of her</p> <p>18 job?</p> <p>19 A She's responsible for our</p> <p>20 licensing department.</p> <p>21 Q Does she report up to you?</p> <p>22 A No.</p> <p>23 Q Would she be involved in a</p> <p>24 decision with respect to whether or not to give</p> <p>25 a license to a Novozymes patent in the U.S.</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 understand the license, is that something</p> <p>3 Novozymes North America could do?</p> <p>4 A I would expect not.</p> <p>5 Q Can Novozymes, as you understand</p> <p>6 the license, can Novozymes North America sell</p> <p>7 or assign its rights to the '031 patent to</p> <p>8 anyone?</p> <p>9 MR. SULLIVAN: Objection,</p> <p>10 foundation.</p> <p>11 A Yeah, I don't understand that</p> <p>12 particular question. It doesn't make any</p> <p>13 meaning for them to do that.</p> <p>14 My expectation is they don't</p> <p>15 have the rights.</p> <p>16 Q Do you have a general</p> <p>17 familiarity with Novozymes' North America's</p> <p>18 marketing strategy for alpha amylase products</p> <p>19 in the fuel ethanol market in the United</p> <p>20 States?</p> <p>21 A I need to hear that again.</p> <p>22 Q Sure. Do you have a general</p> <p>23 familiarity with Novozymes' North America's</p> <p>24 marketing strategy for alpha amylase products in</p> <p>25 the U.S. fuel ethanol market?</p>
Page 55	Page 57
<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 fuel ethanol industry?</p> <p>3 A She would know that.</p> <p>4 Q As you understand the license</p> <p>5 agreement, could Novozymes North America grant</p> <p>6 a sublicense of the '031 patent to another</p> <p>7 entity within the Novozymes family?</p> <p>8 A There is some ambiguity in the</p> <p>9 question, and let me explain why; because I</p> <p>10 don't know exactly what you mean. So whether</p> <p>11 they can grant a license or give them -- or can</p> <p>12 somebody else use it.</p> <p>13 Q I was asking the former, could</p> <p>14 Novozymes -- as you understand the license,</p> <p>15 could Novozymes North America actually formally</p> <p>16 grant a sublicense of the '031 patent to some</p> <p>17 other Novozymes entity?</p> <p>18 A In North America?</p> <p>19 Q Anywhere; doesn't matter to me.</p> <p>20 A No, and there would be no need</p> <p>21 to do so.</p> <p>22 Q Could it do --</p> <p>23 A That's how I understand it.</p> <p>24 Q If there were a need, or putting</p> <p>25 aside whether or not there was a need, as you</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A A general familiarity, yes.</p> <p>3 Q Has that strategy changed since</p> <p>4 the entry of Spezyme Extra?</p> <p>5 A I don't know that for a fact.</p> <p>6 Q And you would go ask the same</p> <p>7 people we have been talking about, is that</p> <p>8 right?</p> <p>9 A That's right.</p> <p>10 MR. LANIER: Let me ask the court</p> <p>11 reporter to mark as Exhibit 2 another</p> <p>12 document that's been marked at previous</p> <p>13 depositions, it's probably a trial</p> <p>14 exhibit, I don't remember the numbers</p> <p>15 offhand, you don't need to worry about</p> <p>16 any of that, for you it's Exhibit 2 it</p> <p>17 bears the production numbers NV-D</p> <p>18 0126375 through 396, it's an e-mail from</p> <p>19 Jeff Fowler to various folks that also</p> <p>20 attaches a Power Point.</p> <p>21 (The above described document was</p> <p>22 marked Meyer Exhibit 2 for identification</p> <p>23 as of this date.)</p> <p>24 Q First general question for you,</p> <p>25 sir, is whether you've ever seen before this</p>

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<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 document including the Power Point attached?</p> <p>3 A No. I've never seen it.</p> <p>4 Q There is on the first page the</p> <p>5 e-mail there, there is an e-mail alias listed</p> <p>6 NZNA fuel industry group, do you see that?</p> <p>7 A Yes, um-hum.</p> <p>8 Q Is that yes?</p> <p>9 A Yes.</p> <p>10 Q Are you aware generally of the</p> <p>11 use of group names to send e-mails to a large</p> <p>12 category or class of people?</p> <p>13 A Yes.</p> <p>14 Q Are you a member of that group?</p> <p>15 A I don't know. I can't remember.</p> <p>16 Q There has been some testimony</p> <p>17 that this document, the Power Point that's</p> <p>18 attached, came out of a brainstorming session</p> <p>19 some time before the document earlier in this</p> <p>20 year about how to sell against various alpha</p> <p>21 amylase products in the U.S.?</p> <p>22 A Yes.</p> <p>23 Q Were you part of that</p> <p>24 brainstorming session?</p> <p>25 A No.</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A I can't recall the exact market</p> <p>3 share.</p> <p>4 Q Do you know anything about</p> <p>5 whether their market shares over time have gone</p> <p>6 up or down or anything like that?</p> <p>7 A I can't remember.</p> <p>8 Q That's again something we talked</p> <p>9 to the various other people.</p> <p>10 A I will talk to my specialist</p> <p>11 about those things, yes.</p> <p>12 MR. LANIER: Why don't we take a</p> <p>13 five minute break now.</p> <p>14 (At this point in the proceedings</p> <p>15 there was a recess, after which the</p> <p>16 deposition continued as follows:)</p> <p>17 MR. LANIER: Let's go back on the</p> <p>18 record.</p> <p>19 Q Mr. Meyer, as a result of the</p> <p>20 break or if for any other reason if you can</p> <p>21 think of any of your previous answers you need</p> <p>22 to amend or change or anything like that?</p> <p>23 A No.</p> <p>24 Q A couple of general questions</p> <p>25 for you, then we will plunge back in a few more</p>
Page 59	Page 61
<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q In the ordinary course of your</p> <p>3 job would you be?</p> <p>4 A Not necessarily, no.</p> <p>5 Q Are you aware of what products</p> <p>6 have competed with Novozymes North America's</p> <p>7 Liquozyme and Termamyl products over time</p> <p>8 before you got your added responsibilities for</p> <p>9 biofuels?</p> <p>10 A I have heard about it.</p> <p>11 Q As you understand it, based on</p> <p>12 what knowledge you have, what products have</p> <p>13 competed with Novozymes' North America's</p> <p>14 Liquozyme and Termamyl products since those</p> <p>15 products, the Termamyl and Liquozyme products</p> <p>16 have been on the market?</p> <p>17 A Well, Spezyme Ethyl in the alpha</p> <p>18 amylase market is the main one, then</p> <p>19 glucoamylases in the other.</p> <p>20 Q Are you familiar with a Genencor</p> <p>21 products known as Spezyme Fred and Spezyme Fred</p> <p>22 L and Spezyme HPA?</p> <p>23 A I heard of them, yes.</p> <p>24 Q Do you know anything about their</p> <p>25 market share over time?</p>	<p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 specific topics for what I guess will be an</p> <p>3 hour or less together today remaining.</p> <p>4 I spoke at length this morning</p> <p>5 with Mr. Loft about the APA or advance pricing</p> <p>6 agreement that was reached with the U.S. and</p> <p>7 Danish tax authorities and Novozymes North</p> <p>8 America.</p> <p>9 First of all, are you generally</p> <p>10 familiar with that agreement?</p> <p>11 A No, I'm not.</p> <p>12 Q As between you and Mr. Loft, who</p> <p>13 knows more about that agreement?</p> <p>14 A That is Benny Loft who knows all</p> <p>15 about that. Something about that, at least.</p> <p>16 Q I won't bug you any more about</p> <p>17 that one.</p> <p>18 Prior to coming to Novozymes,</p> <p>19 had you any direct experiences with the fuel</p> <p>20 ethanol industry in the U.S. or elsewhere?</p> <p>21 A Prior to?</p> <p>22 Q Yes, prior to.</p> <p>23 A I need to have the question</p> <p>24 again.</p> <p>25 Q Before you came to Novozymes,</p>

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<p style="text-align: right;">Page 62</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 had you had any business experience with the</p> <p>3 fuel ethanol industry?</p> <p>4 A No.</p> <p>5 Q Very generally what were the</p> <p>6 industries that you dealt with at American</p> <p>7 Cyanamid?</p> <p>8 A That was the agricultural</p> <p>9 business.</p> <p>10 Q Before coming to Novozymes, had</p> <p>11 you had any direct business experience with</p> <p>12 alpha amylase products?</p> <p>13 A No.</p> <p>14 Q Before coming to Novozymes, had</p> <p>15 you had any direct business experience with</p> <p>16 glucoamylase products?</p> <p>17 A No.</p> <p>18 MR. LANIER: I ask the court</p> <p>19 reporter to mark as Exhibit 3 an</p> <p>20 agreement I think we have been talking</p> <p>21 about for a while, let's just make sure,</p> <p>22 called the technology license agreement.</p> <p>23 (The above described document was</p> <p>24 marked Meyer Exhibit 3 for identification</p> <p>25 as of this date.)</p>	<p style="text-align: right;">Page 64</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 A Yes, I don't know what to answer</p> <p>3 to that question.</p> <p>4 Q It's a serious question for</p> <p>5 reasons that will become apparent, can you</p> <p>6 conceive of any circumstance under which</p> <p>7 Novozymes A/S would sue Novozymes North America</p> <p>8 for patent infringement?</p> <p>9 A I cannot.</p> <p>10 Q Then why have a formal license</p> <p>11 agreement?</p> <p>12 A To my understanding the reason</p> <p>13 for a license agreement is that -- that you</p> <p>14 need that for legal purposes to exercise your</p> <p>15 right as a legal entity.</p> <p>16 Also -- and then the form also</p> <p>17 is important with regard to taxation in North</p> <p>18 America and taxation in Denmark.</p> <p>19 Q So, if the form is important and</p> <p>20 you need it for legal purposes, why isn't</p> <p>21 everything about the license relationship</p> <p>22 included in this agreement?</p> <p>23 A I don't understand that</p> <p>24 question.</p> <p>25 Q You told me earlier today that</p>
<p style="text-align: right;">Page 63</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q A general question or two before</p> <p>3 we plunge directly into this. You recall that</p> <p>4 we have spoken about this morning about a</p> <p>5 technology license agreement between Novozymes</p> <p>6 North America and Novozymes A/S, do you recall</p> <p>7 that generally?</p> <p>8 A I recall that.</p> <p>9 Q The question for you, sir, and</p> <p>10 review this to the extent you need to, is</p> <p>11 whether Exhibit 3 is the technology license</p> <p>12 agreement that we had been discussing?</p> <p>13 A Yes, I think that's the</p> <p>14 agreement we have been discussing.</p> <p>15 Q Would Novozymes A/S ever sue</p> <p>16 Novozymes North America for patent</p> <p>17 infringement?</p> <p>18 MR. SULLIVAN: I'm sorry, I</p> <p>19 missed the first word.</p> <p>20 Q Would Novozymes A/S ever sue</p> <p>21 Novozymes North America for patent</p> <p>22 infringement?</p> <p>23 MR. SULLIVAN: Objection, calls</p> <p>24 for a legal conclusion, calls for</p> <p>25 speculation.</p>	<p style="text-align: right;">Page 65</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 for all practical purposes it operates like an</p> <p>3 exclusive, et cetera, et cetera.</p> <p>4 Is that in this agreement?</p> <p>5 MR. SULLIVAN: Objection to the</p> <p>6 form.</p> <p>7 A I don't understand exactly where</p> <p>8 you are heading with this.</p> <p>9 Q I will try and break my</p> <p>10 questions down, they know where I'm headed but</p> <p>11 you don't have to know, necessarily.</p> <p>12 A As long as I know what you want</p> <p>13 me to answer.</p> <p>14 Q Well, you have to decide what</p> <p>15 you answer.</p> <p>16 This technology license</p> <p>17 agreement, Exhibit 3 to your deposition?</p> <p>18 A Yes.</p> <p>19 Q Is there any other written</p> <p>20 agreement you are aware of that relates to the</p> <p>21 scope of the license between Novozymes A/S and</p> <p>22 Novozymes North America?</p> <p>23 A I don't know that.</p> <p>24 Q Are you aware of any other</p> <p>25 agreement that in any way affects the rights of</p>

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<p style="text-align: right;">Page 66</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Novozymes North America with respect to the</p> <p>3 '031 patent besides this technology license</p> <p>4 agreement?</p> <p>5 A I'm not aware of that.</p> <p>6 Q Do you know about whether the</p> <p>7 exclusivity or non-exclusivity of the license</p> <p>8 granted in this technology license agreement</p> <p>9 had any bearing on the negotiation of the</p> <p>10 royalty rate with the U.S. and Danish tax</p> <p>11 authorities?</p> <p>12 A I don't understand the word</p> <p>13 bearing, so maybe you can rephrase it.</p> <p>14 Q Is it related in any way to that</p> <p>15 negotiation?</p> <p>16 A To the -- could you maybe repeat</p> <p>17 in small fractions so I answer the right thing?</p> <p>18 Q No problem.</p> <p>19 There is a license -- there is a</p> <p>20 royalty rate in this license agreement, you</p> <p>21 recall that generally?</p> <p>22 A Yes.</p> <p>23 Q And as you testified earlier,</p> <p>24 that royalty rate resulted, at least in part,</p> <p>25 from negotiations with the U.S. and Danish tax</p>	<p style="text-align: right;">Page 68</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 Q Over time does technology that</p> <p>3 was at one point core technology ever become</p> <p>4 non-core technology, or more precisely cease to</p> <p>5 be core technology?</p> <p>6 A That's a very general question.</p> <p>7 That can, of course happen.</p> <p>8 Q Is there anything that you are</p> <p>9 aware of that prevents Novozymes from licensing</p> <p>10 it's core technology if it chose to do so?</p> <p>11 A No.</p> <p>12 MR. LANIER: Let's look at one</p> <p>13 other thing, sir.</p> <p>14 (The above described document was</p> <p>15 marked Meyer Exhibit 4 for identification</p> <p>16 as of this date.)</p> <p>17 MR. LANIER: I am going to ask</p> <p>18 the court reporter to mark one other</p> <p>19 agreement called the framework agreement</p> <p>20 for services.</p> <p>21 Q First question, sir, is whether</p> <p>22 you recognize this agreement?</p> <p>23 A I can't remember. I might have</p> <p>24 read it, but I can't remember.</p> <p>25 Q Let me draw your attention, sir,</p>
<p style="text-align: right;">Page 67</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 authorities, correct?</p> <p>3 A And Novozymes, yes.</p> <p>4 Q Did the exclusivity or</p> <p>5 non-exclusivity, whatever it is of the license</p> <p>6 that is conferred on Novozymes North America,</p> <p>7 affect the negotiations with the U.S. and</p> <p>8 Danish tax authorities that ultimately led to</p> <p>9 that royalty rate?</p> <p>10 A I don't know that.</p> <p>11 Q As you understand the license</p> <p>12 agreement, were Novozymes N.A. to be sold in</p> <p>13 whole or in part to someone else, would it</p> <p>14 still have its rights under the technology</p> <p>15 license agreement?</p> <p>16 MR. SULLIVAN: Objection,</p> <p>17 foundation.</p> <p>18 A I don't know that.</p> <p>19 Q You can put this license</p> <p>20 agreement away now. I'm done asking you</p> <p>21 questions about it.</p> <p>22 Let's turn to a related topic,</p> <p>23 though, this notion of core technology we</p> <p>24 discussed. Do you recall that generally?</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 69</p> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 to the appendix, which is the last page.</p> <p>3 Under the first grouping it</p> <p>4 says, "services provided by NZNA to NZAS," then</p> <p>5 it lists a variety of services; do you see</p> <p>6 that?</p> <p>7 A Yes.</p> <p>8 Q One of them is, "contract</p> <p>9 drafting and negotiation in connection with</p> <p>10 licensing agreements and other contractual</p> <p>11 arrangements involving intellectual property;"</p> <p>12 do you see that?</p> <p>13 A Yes.</p> <p>14 Q Have you in your involvement in</p> <p>15 licenses ever called on NZNA to provide such a</p> <p>16 service?</p> <p>17 A Yes, I think so.</p> <p>18 Q As you understand, putting this</p> <p>19 specific agreement aside, as you understand the</p> <p>20 relationship between the entities, are you</p> <p>21 required to call on NZNA for any contract</p> <p>22 drafting and negotiation with respect to any</p> <p>23 license agreements?</p> <p>24 A I would not be required, if I</p> <p>25 had other options to do it, but if there is a</p>

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<div style="text-align: right; padding-right: 10px;">HENRIK MEYER - HIGHLY CONFIDENTIAL</div> <p>1 way to do it through the U.S. capable people, I</p> <p>2 would be able to use them, as any other part of</p> <p>3 the Novozymes family of companies and</p> <p>4 expertise.</p> <p>5 MR. LANIER: On that happy note,</p> <p>6 sir, I have no more questions for you.</p> <p>7 MR. SULLIVAN: I have no</p> <p>8 questions.</p> <p>9 _____</p> <p>10 HENRIK MEYER</p> <p>11 Subscribed and sworn</p> <p>12 to before me this _____</p> <p>13 day of _____, 2006.</p> <p>14 _____</p> <p>15 Notary Public</p>	<div style="text-align: right; padding-right: 10px;">HENRIK MEYER - HIGHLY CONFIDENTIAL</div> <p>1 </p> <p>2 </p> <p>3 C E R T I F I C A T E</p> <p>4 </p> <p>5 I, STEPHEN J. MOORE, a Shorthand</p> <p>6 Reporter and Notary Public of the State of New</p> <p>7 York, do hereby certify:</p> <p>8 </p> <p>9 That, HENRIK MEYER, the witness</p> <p>10 whose deposition is hereinbefore set forth was</p> <p>11 duly sworn, and that such deposition is a true</p> <p>12 record of the testimony given by such witness.</p> <p>13 </p> <p>14 I further certify that I am not</p> <p>15 related to any of the parties to this action by</p> <p>16 blood or marriage; and that I am in no way</p> <p>17 interested in the outcome of this matter.</p> <p>18 </p> <p>19 _____</p> <p>20 Stephen J. Moore, RPR,</p> <p>21 CRR.</p> <p>22 </p> <p>23 </p> <p>24 </p> <p>25 </p>																																																																					
<div style="text-align: right; padding-right: 10px;">Page 71</div> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 E X H I B I T S</p> <p>3 </p> <p>4 MEYER PAGE</p> <p>5 </p> <p>6 1 Novozymes' A/S's responses to 15</p> <p>7 Defendant's fifth set of</p> <p>8 interrogatories</p> <p>9 2 E-mail from Jeff Fowler to 57</p> <p>10 various people that also</p> <p>11 attaches a Power Point</p> <p>12 3 Technology license agreement. 62</p> <p>13 4 Framework agreement for 68</p> <p>14 services</p> <p>15 </p> <p>16 </p> <p>17 </p> <p>18 </p> <p>19 </p> <p>20 </p> <p>21 </p> <p>22 </p> <p>23 </p> <p>24 </p> <p>25 </p>	<div style="text-align: right; padding-right: 10px;">Page 73</div> <p>1 HENRIK MEYER - HIGHLY CONFIDENTIAL</p> <p>2 E R R A T A S H E E T</p> <p>3 </p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%; text-align: left;">PAGE/LINE</th> <th style="width: 25%; text-align: left;">CHANGE FROM</th> <th style="width: 25%; text-align: left;">CHANGE TO</th> </tr> </thead> <tbody> <tr><td>4</td><td>_____</td><td>_____</td></tr> <tr><td>5</td><td>_____</td><td>_____</td></tr> <tr><td>6</td><td>_____</td><td>_____</td></tr> <tr><td>7</td><td>_____</td><td>_____</td></tr> <tr><td>8</td><td>_____</td><td>_____</td></tr> <tr><td>9</td><td>_____</td><td>_____</td></tr> <tr><td>10</td><td>_____</td><td>_____</td></tr> <tr><td>11</td><td>_____</td><td>_____</td></tr> <tr><td>12</td><td>_____</td><td>_____</td></tr> <tr><td>13</td><td>_____</td><td>_____</td></tr> <tr><td>14</td><td>_____</td><td>_____</td></tr> <tr><td>15</td><td>_____</td><td>_____</td></tr> <tr><td>16</td><td>_____</td><td>_____</td></tr> <tr><td>17</td><td>_____</td><td>_____</td></tr> <tr><td>18</td><td>_____</td><td>_____</td></tr> <tr><td>19</td><td>_____</td><td>_____</td></tr> <tr><td>20</td><td>_____</td><td>_____</td></tr> <tr><td>21</td><td>_____</td><td>_____</td></tr> <tr><td>22</td><td>_____</td><td>_____</td></tr> <tr><td>23</td><td>_____</td><td>_____</td></tr> <tr><td>24</td><td>_____</td><td>_____</td></tr> <tr><td>25</td><td>_____</td><td>_____</td></tr> </tbody> </table>	PAGE/LINE	CHANGE FROM	CHANGE TO	4	_____	_____	5	_____	_____	6	_____	_____	7	_____	_____	8	_____	_____	9	_____	_____	10	_____	_____	11	_____	_____	12	_____	_____	13	_____	_____	14	_____	_____	15	_____	_____	16	_____	_____	17	_____	_____	18	_____	_____	19	_____	_____	20	_____	_____	21	_____	_____	22	_____	_____	23	_____	_____	24	_____	_____	25	_____	_____
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